

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MTS LOGISTICS INC. and MTS ULUSA
ARARASI TASIMACILIK VE TIC. A.S.,

Plaintiff(s),

-against-

GRANITE TILE SLATE WHOLESALE
a/k/a GRANITE TILE & SLATE
WHOLESALE, INC.

Defendant(s).

SUMMONS IN A CIVIL ACTION

Case No. 07 CV

07 CIV 8629

JUDGE DANIELS

TO: (name and address of defendants)

GRANITE TILE SLATE WHOLESALE
a/k/a GRANITE TILE & SLATE
WHOLESALE, INC.
601 S. Jason Street
Denver, CO 80223

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY
(name and address)

MAHONEY & KEANE, LLP
111 Broadway, 10th Floor
New York, NY 10003
(212) 385-1422

an answer to the complaint which is served on you with this summons, within **twenty (20)** days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL MAHON

OCT 04 2007

CLERK

DATE

DEPUTY CLERK

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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07 CIV 8629

07 CV _____

MTS LOGISTICS INC. and MTS ULUSA
ARARASI TASIMACILIK VE TIC. A.S.,

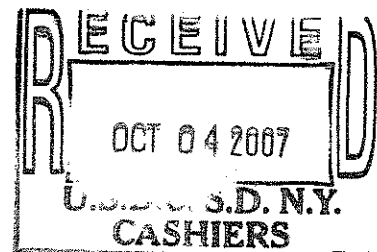
Plaintiff(s),

-against-

GRANITE TILE SLATE WHOLESALE
a/k/a GRANITE TILE & SLATE
WHOLESALE, INC.

Defendant(s).

COMPLAINT



PLEASE TAKE NOTICE that Plaintiff(s), MTS LOGISTICS INC. and MTS ULUSA ARARASI TASIMACILIK VE TIC. A.S., (collectively "MTS"), by their attorneys, MAHONEY & KEANE, LLP, as and for a Complaint against Defendant(s), GRANITE TILE SLATE WHOLESALE a/k/a GRANITE TILE & SLATE WHOLESALE, INC., ("GRANITE TILE"), allege, upon information and belief, as follows:

1. This is a case of admiralty and maritime jurisdiction within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Jurisdiction is based upon 28 U.S.C. § 1333, as well as the Court's pendent, supplementary and ancillary jurisdiction.
2. Plaintiff MTS ULUSA ARARASI TASIMACILIK VE TIC. A.S. is a legal entity duly organized and existing pursuant to the laws of a foreign country.
3. Plaintiff MTS LOGISTICS INC. is a legal entity duly organized and existing pursuant to the laws of the United States with offices and a place of business located within the jurisdiction of the United States District Court for the Southern District of New York.

4. Defendant GRANITE TILE is a business entity organized and existing pursuant to the laws of the United States with offices and a place of business located at 601 S. Jason Street, Denver, Colorado 80223.

5. The United States District Court for the Southern District of New York is the proper venue for this action, as Plaintiffs MTS reside and/or maintains a principal place of business within the Southern District of New York.

6. Plaintiffs sue on their own behalf and as agents and trustees on behalf of any other party who may now have or hereinafter acquire an interest in this action.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST GRANITE TILE

7. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "6" as if specifically set forth herein at length.

8. At all times relevant herein, Defendant GRANITE TILE entered into agreements, service contracts, contracts of affreightment, charter agreements and/or bills of lading, with Plaintiff for the carriage, storage, handling, care and/or maintenance of Defendant's cargoes by Plaintiff in consideration for payments by Defendant to Plaintiff for said services.

9. Plaintiff duly performed all duties and obligations required to be performed by Plaintiff in connection with Defendant's goods.

10. Defendant wrongfully, willfully, negligently and/or fraudulently breached the terms of the subject agreement(s) by, *inter alia*, failing to pay freight, dead freight, demurrage, detention, port fees, tariffs and other associated costs.

11. As a result of Defendant's breach of the subject agreements Plaintiff has incurred, and will continue to incur, costs and expenses for which Defendant is liable under the

terms of the agreements and at law.

12. Plaintiff has placed Defendant on notice of its claim that Defendant has breached the subject agreements and violated Plaintiff's rights under the law.

13. Despite Plaintiff's repeated demands, Defendant has failed to pay the Plaintiff's damages due and owing under the agreements and at law.

14. By reason of the foregoing, Plaintiff has sustained damages in the amount of \$3,270.00, together with interest, costs, fees, and expenses.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST GRANITE TILE

15. Plaintiff repeats and reiterates each and every allegation contained in paragraphs "1" through "14" as if specifically set forth herein at length.

16. Defendant has an account stated with the Plaintiff.

17. By reason of the foregoing, Plaintiff has sustained damages in the amount of \$3,270.00, together with interest, costs, fees, and expenses.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST GRANITE TILE

18. Plaintiff repeat and reiterate each and every allegation contained in paragraphs "1" through "17" as if specifically set forth herein at length.

19. Plaintiff is due from Defendant the quantum meruit of Plaintiff's services.

WHEREFORE, Plaintiff prays:

(A). that judgment be entered in favor of Plaintiff for an amount exceeding **three thousand two hundred and seventy dollars** \$3,270.00, plus interest, fees, including attorneys' fees, costs, and disbursements;

(B). that Court process be issued against the Defendant; and


(C). that Plaintiff be granted such other and further relief as the Court may deem just and proper.

Dated: New York, New York

October 3, 2007

MAHONEY & KEANE, LLP
Attorneys for Plaintiffs
MTS LOGISTICS INC. and MTS ULUSA
ARARASI TASIMACILIK VE TIC. A.S.

By:



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Our File No. 12/3435/B/07/7

SERVICE LIST

GRANITE TILE SLATE WHOLESALE
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WHOLESALE, INC.
601 S. Jason Street
Denver, CO 80223